

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: July 14, 2004

Division: Public Work

Bulk Item: Yes X No     

Department: Correction Facilities

**AGENDA ITEM WORDING:** Approval to enter into a Maintenance Agreement with the State of Florida, Department of Juvenile Justice concerning the first floor the Juvenile Justice Building located on Stock Island.

**ITEM BACKGROUND:** The State of Florida Department of Juvenile Justice has requested that the County provide maintenance and repair of the First Floor of the DJJ building, for which they will reimburse the County in the amount of \$45,000 per year for multipurpose labor costs; this is in addition to costs already being shared under the original construction and occupation agreement, attached to the proposed maintenance agreement as exhibit A, which provides for reimbursement to the County for such items as elevators, fire suppression system, fire alarm system, etc.

**PREVIOUS RELEVANT BOCC ACTION:** On November 20, 2001, the BOCC approved the construction and occupation agreement for the Department of Juvenile Justice Building.

**CONTRACT/AGREEMENT CHANGES:** New agreement

**STAFF RECOMMENDATIONS:** Approval as stated above.

**TOTAL COST:** N/A

**BUDGETED:** Yes N/A No     

**COST TO COUNTY:** N/A

**REVENUE PRODUCING:** Yes X No      **AMOUNT PER MONTH** \$3,750 **Year** \$45,000

**APPROVED BY:** County Atty.      OMB/Purchasing      Risk Management     

**DIVISION DIRECTOR APPROVAL:**     

  
Dent Pierce

**DOCUMENTATION:** Included X To Follow      Not Required     

**DISPOSITION:**     

**AGENDA ITEM #** C2

**MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**

**CONTRACT SUMMARY**

Contract with: State of Florida, Department of  
Juvenile Justice

Contract # \_\_\_\_\_  
Effective Date: \_\_\_\_\_  
Expiration Date: 6/28/2049

Contract Purpose/Description: Agreement to reimburse the County for repair and  
maintenance of the first floor of the DJJ building located on Stock Island

Contract Manager: Beth Leto 4560 Public Works - #1  
(Name) (Ext.) (Department/Stop #)

for BOCC meeting on July 14, 2004

Agenda Deadline: June 29, 2004

**CONTRACT COSTS**

Total Dollar Value of Contract: \_\_\_\_\_

REVENUE

Current Year Portion: \_\_\_\_\_

Budgeted? Yes ☐ No ☐

Account Codes: \_\_\_\_\_

Grant: \$ \_\_\_\_\_

County Match: \$ \_\_\_\_\_

**ADDITIONAL COSTS**

Estimated Ongoing Costs: \$ n/a /yr.

For: \_\_\_\_\_

(Not included in dollar value above)

(e.g., maintenance, utilities, janitorial, salaries, etc.)

**CONTRACT REVIEW**

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>6/28/04</u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>[Signature]</u>	<u>6/28/04</u>
Risk Management	<u>6/29/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Bell [Signature]</u>	<u>6/25/04</u>
O.M.B./Purchasing	<u>06/24/04</u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>Salvatore [Signature]</u>	<u>6/24/04</u>
County Attorney	<u>6/24/04</u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>[Signature]</u>	<u>6/23/04</u>

Comments: \_\_\_\_\_

**MAINTENANCE AGREEMENT FOR DEPARTMENT OF JUVENILE  
JUSTICE DETENTION CENTER IN MONROE COUNTY**

This Maintenance and Repair Agreement is made and entered into between the State of Florida, Department of Juvenile Justice ("DJJ") and Monroe County ("County"), a political subdivision of the State of Florida.

**WITNESSETH:**

WHEREAS, the state of Florida, Department of Juvenile Justice (DJJ) has entered into a construction and occupation agreement for a Juvenile Justice facility with the Monroe County Sheriff's Office and Monroe County, said agreement being attached and incorporated within this agreement as Exhibit A; and,

WHEREAS, DJJ owns the Ground Floor and First Floor of the Juvenile Justice Center located at 5503 College Road, Key West, Florida; and,

WHEREAS, the Florida Legislature has determined that the operation of needed residential and detention facilities for juvenile offenders is critical to the public health, safety and welfare of the citizens of the community and to the effective rehabilitation of juvenile offenders; and,

WHEREAS, DJJ and Monroe County desire to collaborate in the maintenance of the first floor of the Juvenile Justice Center; and

THEREFORE, DJJ and Monroe County agree to the following terms regarding the maintenance and repair of the first floor of the Juvenile Justice Center:

**ARTICLE I - TERM**

1. The term of this agreement shall be concurrent with the term of the Construction and Occupation Agreement between DJJ, Monroe County Sheriff's Office and Monroe County (Exhibit A), which ends at midnight, June 28, 2049.
2. The agreement amount agreed to herein will be reviewed in March of each year by both parties and may be adjusted through a mutual letter of understanding that would then become part of this agreement.

3. Either of the parties hereto may cancel this agreement without cause by giving the other party sixty (60) days written notice of its intention to do so. In order for DJJ to terminate this agreement, it shall pay all costs incurred on a pro rata basis.

## ARTICLE II – CONSIDERATION

1. As consideration for Monroe County providing skilled multidiscipline labor per the attached Scope of Work (Exhibit B) for the repair and maintenance of the first floor of the Juvenile Justice Center (Juvenile Detention Center), DJJ shall pay the County Forty Five Thousand Dollars (\$45,000.00) per year.
2. As provided in Article V of the Construction And Occupation Agreement For Juvenile Justice Facility In Monroe County (Exhibit A), DJJ and the County will pay equal shares for maintaining the two Elevators and Fire Suppression System. In addition, included is the equally shared expense of maintaining the Building Automation Systems and the Fire Alarm System. DJJ's shared cost for maintaining these systems may be adjusted from time to time and shall be invoiced by the County and paid by DJJ as described in paragraph 3 below. DJJ's current portion of the annual cost for maintaining these systems is Thirteen Thousand Nine Hundred Two Dollars (\$13,902.00).
3. Payments shall be made to the County quarterly in arrears and pursuant to Florida's Prompt Payment Law. County shall invoice DJJ quarterly. The requirement for final payment of monies due for services rendered shall survive the term of this agreement.
4. All material or equipment required for the maintenance or repair of the Juvenile Detention Center will be acquired by DJJ. A Purchase Order System shall be established whereby Monroe County is to submit a Purchase Order Request to DJJ. DJJ will then directly purchase from the vendor all required material or equipment and make said materials and equipment available to the County in order for the County to perform the requisite maintenance and repair. All material or equipment purchased by DJJ will be dedicated for the Juvenile Detention Center's use.
5. With the exception of shared services, any and all services of Contractors that are deemed necessary for the repair or maintenance of the Juvenile Detention Center that is outside the attached Scope of Work (Exhibit B) shall follow the Purchase Order System described in the preceding paragraph.

6. If it is deemed necessary to expedite a purchase or Contractor's services, DJJ can request in writing that the County proceed with the necessary purchase or service. The County would then invoice DJJ at the next quarterly invoice for the actual costs that were incurred. These costs are in addition to the sum described in paragraph 1 and paragraph 2 above.
7. Any service calls that are required beyond what is stated in the attached Scope of Work (Exhibit B) will be invoiced by the County to DJJ per the following:
  - A. Labor costs for service calls during normal working hours (7:30 AM to 4:30PM) Monday through Friday, excluding holidays shall be \$35.00 per man-hour.
  - B. Labor costs for service calls during hours other than normal working hours as stated in the preceding paragraph (premium time), including holidays shall be \$52.55 per man-hour.
8. The parties shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement.
9. Non-Reliance by Non-Parties. No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and DJJ agree that neither the County nor DJJ or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

### ARTICLE III – LIABILITY AND INSURANCE

1. DJJ and the County are agencies of the State of Florida, or political subdivisions thereof, as defined in Section 768.28, Florida Statutes. The Parties hereto agree that each shall be responsible for any and all claims, suits, actions, damages and/or causes of action arising during the term of this agreement for any personal injury, loss of life and/or damage to property sustained in or about the Property by reason or as a result of the negligence or tortious conduct of their agents, employees, licensees, and invitees in the manner provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

#### ARTICLE IV – OTHER OBLIGATION UNDER THIS AGREEMENT

1. If DJJ or the County fail to perform any other obligation of this Agreement, then the party to whom the obligation was owed may give the party responsible for the obligation written notice. If the party to whom the notice is directed fails to cure its non-performance within 60 days after notice was sent, the party to whom the obligation was owed may perform the obligation at the expense of the offending party.
2. The requirements of 60 days written notice do not apply when non-performance creates an imminent danger to the safety of persons or property. In these cases, the party to whom the obligation is owed is required to give such notice as is possible under the circumstances, and the party responsible for the obligation will reimburse the reasonable expenses of curing the problem.
3. Authority. Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.
4. Claims for Federal or State Aid. The parties agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.
5. Nondiscrimination. The parties agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The parties agree to comply

with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101- 6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

6. Covenant of No Interest. The parties covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.
7. Code of Ethics. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.
8. No Solicitation/Payment. The parties warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or

secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision.

9. Public Access. This agreement may be canceled by either party for refusal to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119.07, Florida Statutes, and made or received in conjunction with this agreement.
10. Legal Obligations and Responsibilities: Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.
11. No Personal Liability. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.
12. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.
13. Section Headings. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.



## ARTICLE V – NOTICE AND ADDRESSES

1. All notices required under this agreement must be provided by certified or registered mail, addressed to the proper party at the following address:

For DJJ:                      Asst. Secretary for Detention  
                                    2737 Centerview Dr.  
                                    Tallahassee, Florida 32399-3100

For Monroe County:      County Administrator  
                                    Gato Building  
                                    Key West, Florida 33040

2. All parties to this Agreement are governmental agencies. To the extent that this Agreement may extend past the term of office of any individual noted above, it shall not be necessary for any party to notify the other of a change of name for any official above in order for this Agreement to be enforceable.

## ARTICLE VI – INTERPRETATION OF AGREEMENT

1. This Agreement shall be interpreted and construed under the Laws of Florida.
2. If any one or more of the provisions of this Agreement are for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality or unenforceability will not affect any other provision of this agreement, which shall be construed as if it had not included an invalid, illegal or unenforceable provision.
3. This Agreement constitutes the entire agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter.
4. No amendment, modification, or alteration of the terms of this Agreement is binding unless in writing, dated after the date of this Agreement and executed by an individual authorized by each party to enter in binding contacts.

5. The provisions, terms, or conditions of this agreement shall not be construed as consent by DJJ or the County to be sued because of this Agreement or the operation of juvenile justice facility.
6. The parties agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.
7. Severability. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The parties agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.
8. Binding Effect. The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and DJJ and their respective legal representatives, successors, and assigns.
9. Adjudication of Disputes or Disagreements. The parties agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.
10. Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, the parties agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities

related to the substance of this Agreement or provision of the services under this Agreement. The parties specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

#### ARTICLE VII – FUNDING AVAILABILITY

1. In the event funding for this agreement becomes unavailable, the Department may terminate the Contract upon no less than fifteen (15) days written notice to the County. The Department shall be the final authority as to the availability of State funds. Performance of the County is contingent upon receipt of annual appropriations of its budget by Monroe County.

Remainder of page left blank intentionally

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE

APPROVED:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Type/Print Signatory's Name

\_\_\_\_\_  
Type/Print Title

\_\_\_\_\_  
Type/Print Date

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY,  
FLORIDA

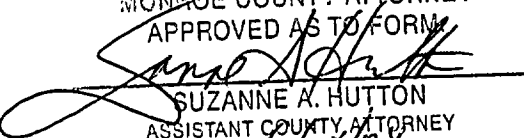
By: \_\_\_\_\_ Attest: DANNY L. KOLHAGE, CLERK  
Mayor/Chairperson

\_\_\_\_\_  
Name of Signatory

Date: \_\_\_\_\_

\_\_\_\_\_  
Deputy Clerk

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM

  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY

Date: \_\_\_\_\_

## EXHIBIT A

### CONSTRUCTION AND OCCUPATION AGREEMENT FOR JUVENILE JUSTICE FACILITY IN MONROE COUNTY

This Construction and Occupation Agreement is made and entered into between the State of Florida, Department of Juvenile Justice ("DJJ"), the Monroe County Sheriff's Office ("MCSO"), and Monroe County ("County"), both political subdivisions of the State of Florida.

#### WITNESSETH:

WHEREAS, the State of Florida, Department of Juvenile Justice (DJJ) has entered into a lease agreement with the County for the construction and operation of a juvenile justice facility, said lease and its first amendment being attached and incorporated within this agreement as Exhibits A and B respectively; and,

WHEREAS, DJJ will own the First Floor of a two-story addition (the "Addition") to the Monroe County Detention Facility and the County will own the Second Floor of the Addition and;

WHEREAS, DJJ and MCSO desire to collaborate in the financing, construction and operation of the juvenile justice facility; and

WHEREAS, DJJ, MCSO, and the County desire to determine their respective responsibilities for maintenance and repair of the Addition; and

WHEREAS, the Florida Legislature has determined that locating, siting and development of needed residential and detention facilities for juvenile offenders is critical to the public health, safety and welfare of the citizens of the community and to the effective rehabilitation of juvenile offenders; and

WHEREAS, it is important that such a facility be located in areas close to the home communities of the children in order to assure the most effective rehabilitation efforts as well as the most intensive post release supervision and case management; and

THEREFORE, DJJ, MCSO, and the County agree to the following terms regarding the construction and occupancy of the addition containing the juvenile justice facility:

## ARTICLE I - TERM

1. The term of this agreement shall be concurrent with the term of the land lease between Monroe County and DJJ (Exhibits A and B.)
2. In the event that DJJ holds over in its tenancy, each party shall remain responsible for compliance with the terms of this Agreement.

## ARTICLE II - CONSTRUCTION OF FACILITY

1. DJJ shall be responsible for construction of the Addition pursuant to plans and specifications developed in coordination with MCSO.
2. DJJ shall be considered the Owner of the Project for purposes of all construction contracts and agreements with general contractors, architects, engineers, consultants or other professionals required for construction of the juvenile justice facility.
3. In the event of any casualty including, but not limited to, fire, hurricane, tornado, or any other casualty that is not the fault of DJJ, suffered by the Project during construction that damages the Project, but does not render completion of the project impractical, DJJ shall receive all funds intended for continuation of construction and remediation of the Project. For purposes of this paragraph, completion of the project shall be deemed impractical if:
  - a. The cost of continued construction is greater than available insurance proceeds and the remaining construction budget, or
  - b. Said casualty alters the leased site or the surrounding land such that DJJ determines the location is no longer suitable for a juvenile justice facility.
4. In the event that continuation or completion of the Project is rendered impractical by any casualty including, but not limited to, fire, hurricane, tornado or any other casualty that is not the fault of DJJ, DJJ and MCSO shall be compensated from insurance proceeds in amounts proportionate to their financial contributions to the project budget.

5. Prior to completion of the Project, DJJ shall notify MCSO and the County of the date and time of the substantial completion inspection of the Project. MCSO and County may provide comments for DJJ's consideration in compilation of any final punch lists to be addressed by the general contractor prior to acceptance of the completed Project. However, DJJ shall not be obligated to require the general contractor to make any alterations or corrections not in compliance with the construction plans or specifications.

6. DJJ shall be responsible for coordination of all warranty work required under its construction contracts and agreements. DJJ shall provide MCSO and the County with a list of items that are covered by warranty by any contractor. Upon occupancy by the County of the Second Floor, as described in Article III, the County shall promptly notify DJJ of any defects in material or workmanship that are covered under warranty from the general contractor.

### ARTICLE III – OCCUPANCY AND USE

1. The Addition will be a three level facility. Use and occupancy of those levels shall be as follows: the Ground Floor shall consist of the parking area; camera-operated secured elevator and entrance to the Addition and structural support for the First and Second Floors. For purposes of this agreement the unsecured area of the Ground Floor shall be considered a Common Area for those using the Addition.

2. The First Floor shall be occupied by DJJ for the operation of a forty-five (45) bed residential juvenile facility. Said residential facility may contain both a secure detention facility and a residential juvenile program. DJJ may contract with a third party (Provider) for any or all operations of the detention facility or residential program. Any such provider shall indemnify and hold harmless the County, Department of Juvenile Justice, and MCSO for any tortuous acts pursuant to the provisions of Section 768.28, Florida Statutes and comply with any insurance requirements of the attached Exhibits A and B. Each provider's individual contract and sublease whether in privity with DJJ, the County or MCSO, will specifically contain provisions for proper indemnification and hold harmless agreements as mentioned, including insurance requirements noted in Exhibits A and B.

3. The County will own the Second Floor. The County may use the Second Floor for any lawful government purpose, including, without

limitation, leasing to private non-profit agencies. However, the County may not use or permit use of the Second Floor in any manner that unreasonably interferes with the operation of the juvenile justice facility. The County must require any tenant of the Second Floor to agree to indemnify DJJ, MCSO, and the County, and comply with the insurance requirements previously described. Indemnification agreements will not be required of tenants that are agencies of the United States or State of Florida.

4. Any Operator or Lessee not an original party to this Agreement must agree in writing to abide by its terms as a condition of any contract, lease, or agreement permitting use of the Addition.

5. After occupancy, the County or MCSO may make non-structural alterations, additions, or improvements to the Second Floor after reasonable advance written notice to DJJ.

6. The County warrants to DJJ that it owns lawful title to the leased Property.

#### ARTICLE IV – CONSIDERATION

1. As consideration for DJJ's construction of the Addition and agreement to operate a juvenile justice facility on the First Floor, MCSO shall contribute Three and One-half Million Dollars (\$3,500,000.00) toward the construction of the Addition. DJJ shall contribute Four Million Eight Hundred Ninety Five Thousand Four Hundred Dollars (\$4,895,400.00) to the project and provide all construction related services through its contractors, engineers, architects, and other professionals.

2. Payment shall be made as follows:

a. DJJ shall make monthly progress payments to its contractor until it has paid Eighty Percent (80%) of its total contribution of \$4,895,400.00, or \$3,916,320.00.

b. When DJJ has paid 80% of its total contribution, MCSO shall begin paying its contribution to DJJ.

c. MCSO shall pay its contribution in this manner:



i. When a request for a monthly progress payment is submitted by DJJ's contractor, construction managers for DJJ and the County shall review it and inspect the work.

ii. When the construction managers determine that the work is satisfactory and DJJ determines that payment is due under the construction contract, MCSO shall pay the monthly progress payment (subject to any credit due to partial payment by DJJ.)

d. MCSO shall transmit funds to DJJ electronically or by check or draft, as DJJ instructs.

e. After MCSO has paid its contribution, DJJ will pay the remaining 10% of its contribution according to the terms of its construction contract.

#### ARTICLE V - MAINTENANCE AND OPERATING COSTS

1. EACH PARTY MAINTAINS ITS PREMISES: DJJ and the County shall be responsible for their own respective operating costs of the First and Second Floors.

2. UTILITIES: Water and electric service will be provided to each floor and metered separately. DJJ and the County will pay their own costs for these services. DJJ will pay the cost of tapping into a new sewer line to be constructed. DJJ and the County will fairly apportion the costs of sewer service after installation.

3. ELEVATOR MAINTENANCE: DJJ and the County will pay equal shares of the costs of maintaining elevators installed in the Addition.

4. JANITORIAL SERVICE: DJJ and the County will be responsible for providing janitorial service to their floors.

5. GROUND FLOOR MAINTENANCE: MCSO will be responsible for keeping the parking lot and walkways swept. DJJ will be responsible for maintenance of concrete and asphalt surfaces, including striping parking areas.

6. EXTERIOR PAINTING: DJJ and the County will pay equal shares of the costs of exterior painting of the Addition. If the County Public Works Department does the painting, DJJ will reimburse the County one-half of the cost.

7. INTERIOR PAINTING: DJJ and the County will be responsible for interior painting of their respective floors.

8. FIRE SUPPRESSION SYSTEM: DJJ and the County will pay an equal share of the costs of maintaining the fire suppression system. If the County Public Works Department performs the maintenance, DJJ will reimburse the County one-half of the cost.

9. FENCES AND GATES: DJJ will pay for relocation of the existing vehicle gate but the County shall be responsible for its future maintenance. DJJ will be responsible for maintaining the any new fences or gates installed by DJJ.

10. ACCESS CONTROL AND DOORS: DJJ and the County will be responsible for maintaining access control systems and doors on their respective floors.

11. HVAC: DJJ and the County will be responsible for maintaining any HVAC systems installed on their respective floors.

12. GENERATORS: DJJ will install a 1500 kW electric generator with paralleling equipment to permit it to run separately or in conjunction with MCSO's existing generator. DJJ and MCSO will be responsible for maintaining their own generators. Each generator may be used as a back-up generator for other party's emergency use.

13. TELEPHONES AND INTERNET ACCESS: DJJ will be solely responsible for providing telephone service and internet access for its use.

14. ROOF: DJJ is responsible for the costs of repair and replacement of the roof of the Addition.

15. TENANTS AND OPERATORS: DJJ and MCSO shall not be responsible for any costs related to the occupancy of each respective floor by a contracted Operator or Lessee with whom it has no privity of contract.

This agreement is not intended to confer rights upon any third parties and is solely for the benefit of DJJ, MCSO, and the County.

#### ARTICLE VI - LIABILITY AND INSURANCE

1. DJJ, MCSO, and the County are agencies of the State of Florida, or political subdivisions thereof, as defined in Section 768.28, Florida Statutes. The parties hereto agree that each shall be responsible for any and all claims, suits, actions, damages and/or causes of action arising during the term of this Lease for any personal injury, loss of life and/or damage to property sustained in or about the leased Property by reason or as a result of the negligence or tortuous conduct of their agents, employees, licensees, and invitees in the manner provided in Section 768.28, Florida Statutes (2001). Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims. Any such Contract provider, Lessee or Sublessee of either party shall indemnify and hold harmless the County, Department of Juvenile Justice, and MCSO for any tortuous acts pursuant to the provisions of Section 768.28, Florida Statutes and comply with any insurance requirements of Exhibit A and B. Indemnification agreements will not be required of tenants that are agencies of the United States or State of Florida.

2. Pursuant to its obligations in Exhibit A and B, DJJ shall procure and maintain adequate fire and extended risk insurance coverage for any improvements or structures located on the Addition in amounts not less than the full insurable replacement value of such improvements by preparing and delivering to the Division of Risk Management, Department of Insurance, a completed Florida Fire Insurance Trust Fund Coverage Request Form immediately upon erection of any structures. However, Monroe County shall reimburse DJJ for the County's proportionate share of the premium, based on square footage of the second floor, upon request from DJJ, unless otherwise agreed in writing between the parties. Likewise, if a loss occurs, DJJ shall reimburse the County proportionately for its loss from the proceeds in accordance with the limits of the policy.

3. The contractor during construction shall maintain completed value builders risk insurance and shall name DJJ as "additional insured". In the event a loss occurs, should DJJ elect not to rebuild or repair, DJJ would

reimburse the County proportionately for its loss from the proceeds in accordance with the limits of liability in the builders risk policy.

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#### ARTICLE VII – USE OF COMMON AREAS

1. Elevators, stairs, parking areas within fenced perimeter, grounds within fenced perimeter, and walkways shall constitute the Common Areas of the Addition. The Common Areas of the building are for the joint use of DJJ, MCSO, and the County, as well as their officers, employees, agents and invitees including any Operator or Lessee of DJJ, MCSO, or the County. Any and all such persons shall use the common areas in a reasonable, orderly, and sanitary manner in cooperation with all other occupants and their officers, employees, agents and invitees.
2. Each occupant will conduct itself and will cause its officers, employees, agents, and invitees to conduct themselves with full regard for the rights, convenience, and welfare of all other occupants in the facility.

#### ARTICLE VIII – MECHANIC'S LIENS

1. No Operators or Lessees will permit any mechanic's lien or liens to be placed on the Property or on improvements on them. If a mechanic's lien is filed, it shall be the sole responsibility of the Operator or Lessee causing the lien to be filed to discharge the lien and to hold harmless and defend DJJ, MCSO, and the County against enforcement of such lien. Provisions concerning State not being subject to liens shall be placed in every contract, lease or sublease that DJJ, MCSO, and the County has with such provider, operator, lessee, or sublessee. DJJ, MCSO, the County and their Operators or Lessees shall give notice to all contractors before making improvements on the Property of this provision of this agreement.

#### ARTICLE IX – SPECIAL CONSIDERATIONS

1. Payment by MCSO's share of construction budget

If MCSO fails to pay its agreed share toward the construction of the juvenile justice facility, DJJ may proceed with construction of a juvenile justice facility of its own design pursuant to its lease with the County. At that time, any amendment in existence to the ground lease between DJJ and the County which allows ownership or use by the County of the second floor

of the Addition will be considered null and void unless stated otherwise in writing by DJJ.

2. Operation of juvenile justice facility

It is understood it is DJJ's intent to operate a 15-bed detention and 30-bed residential program at the site in accordance with the terms and conditions of the VOI/TIS grant. Should DJJ be unable to operate the facility for a period in excess of three years DJJ will allow the County to utilize the facility during the period of non-use so long as it conforms with restrictions and conditions, if any, of the Office of Justice Programs. DJJ will continue to share in routine maintenance and repair costs during the period of non-use. Furthermore, the County agrees to turn the facility back over to DJJ upon sufficient written notice that DJJ intends to resume operation at the facility.

3. Other obligations under this Agreement

a. If DJJ, the County, or MCSO fail to perform any other obligation of this Agreement, then the party to whom the obligation was owed may give the party responsible for the obligation written notice. If the party to whom the notice is directed fails to cure its non-performance within 60 days after notice was sent, the party to whom the obligation was owed may perform the obligation at the expense of the offending party.

b. The requirements of 60 days written notice do not apply when non-performance creates an imminent danger to the safety of persons or property. In these cases, the party to whom the obligation is owed is required to give such notice as is possible under the circumstances, and the party responsible for the obligation will reimburse the reasonable expenses of curing the problem.

## ARTICLE X - NOTICE AND ADDRESSES

1. All notices required under this agreement must be provided by certified or registered mail, addressed to the proper party at the following address:

For DJJ: Kenneth Mostyn, Construction Project Administrator  
Department of Juvenile Justice  
2737 Centerview Drive  
Tallahassee, Florida 32399-3100

For MCSO: Richard D. Roth, Sheriff of Monroe County  
Monroe County Sheriff's Office  
5525 College Road  
Key West, Florida 33040

For the County: James Roberts, County Administrator  
Public Service Building  
College Road  
Key West, Florida 33040

2. All parties to this Agreement are governmental agencies. To the extent that this Agreement may extend past the term of office of any individual noted above, it shall not be necessary for any party to notify the other of a change of name for any official above in order for this Agreement to be enforceable.

#### ARTICLE XI - INTERPRETATION OF AGREEMENT

1. This Agreement shall be interpreted and construed under the Laws of Florida. Venue shall be in the Second Judicial Circuit in and for Leon County.
2. If any one or more of the provisions of this Agreement are for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality or unenforceability will not affect any other provision of this agreement, which shall be construed as if it had not included in invalid, illegal or unenforceable provision.
3. This Agreement constitutes the entire agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter.
4. No amendment, modification or alteration of the terms of this Agreement is binding unless in writing, dated subsequent to the date of this

Agreement and executed by an individual authorized by each party to enter into binding contracts.

5. The provisions, terms or conditions of this agreement shall not be construed as consent by DJJ, MCSO, or the County to be sued because this Agreement or the operation of a juvenile justice facility as anticipated herein.

## ARTICLE XII – MISCELLANEOUS PROVISIONS

1. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature as specifically outlined in Section 255.2502, Florida Statutes. Performance by MCSO, other than contributions to the construction budget, is contingent upon receipt of annual appropriation of its budget by the County.
2. Provisions of this agreement regarding DJJ's responsibility for construction are subject to DJJ receiving budgetary spending authority from the Legislature. In the event the Legislature does not approve DJJ's request for spending authority in excess of its intended contribution to the construction of the juvenile justice facility, DJJ and MCSO reserve the right to amend this agreement to provide for an alternate method of arranging for construction without altering any other provisions of this agreement related to the occupancy and use of the juvenile justice facility.
3. Before the juvenile justice facility is ready for occupancy, DJJ and MCSO will work together to secure food service, laundry, and medical and dental care for residents of the juvenile justice facility in coordination with MCSO's Bureau of Corrections and the vendors who currently provide such services. The objective of this effort is to achieve cost savings and efficient delivery of services. Neither MCSO nor the County has any financial obligation by reason of this section. It imposes on MCSO only an obligation to participate in negotiations with current and future vendors and to coordinate the delivery of any such services provided by MCSO now or in the future. DJJ shall reimburse MCSO the reasonable costs of any services provided by MCSO to the residents of the juvenile justice facility.

(Remainder of page intentionally blank-signature page follows)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

MONROE COUNTY SHERIFF'S OFFICE

Richard D. Roth

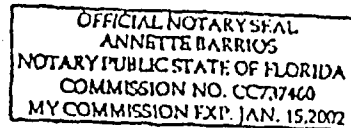
Sheriff Richard D. Roth

Date: 10/23/01

State of Florida |  
County of Monroe |

Before me, the undersigned authority, personally appeared Sheriff Richard D. Roth, to be personally known, and acknowledged that he signed the foregoing for the purposes therein expressed.

Annette Barrios  
Notary Public State of Florida



STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE

APPROVED:

Francisco J. Narcon  
Authorized Signature

Francisco J. Narcon  
Type/Print Signatory's Name

Deputy Secretary  
Type/Print Title

10-23-01  
Type/Print Date

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: Charles McCoy  
Mayor/Chairperson  
Name of Signatory

Attest: DANNY L. KOLHAGE, Clerk

Date: 11/20/01  
Danny L. Kolhage  
Deputy Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY Robert N. Wolfe  
DATE 1-10-02





## EXHIBIT B

### SCOPE OF WORK

DEPARTMENT OF JUVENILE JUSTICE DETENTION CENTER  
5503 COLLEGE ROAD, KEY WEST, FLORIDA

#### PREVENTATIVE MAINTENANCE/REPAIR COMPONENTS

- 1) HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS
  - A) Chillers-Water Cooled; daily, monthly, quarterly or annual preventative maintenance activities shall include the following:
    - 1) Inspect unit for proper operation, excessive noise or vibration
    - 2) Run system diagnostics
    - 3) Check oil level and oil temperature; add oil as necessary
    - 4) Check refrigerant pressures; add as necessary
    - 5) Check contactors, sensors and mechanical safety limits
    - 6) Perform spectrochemical analysis of compressor oil
    - 7) Check electrical wiring and connections; tighten loose connections
    - 8) Inspect cooler and condenser tubes for leaks
    - 9) Check evaporator and condenser for corrosion
    - 10) Clean chiller and surrounding area
  - B) Air Handling Units - Quarterly or annual preventative maintenance activities shall include the following:
    - 1) Check controls and unit for proper operation
    - 2) Inspect for unusual noise or vibration
    - 3) Clean coils, evaporator drain pan, blower, motor and condensate drain piping, as required
    - 4) Lubricate shaft and motor bearings
    - 5) Check belts for wear, proper tension, and alignment; adjust as necessary
    - 6) Inspect exterior piping and valves for leaks; tighten connections as required
    - 7) Check operation and clean dampers and louvers; lubricate all pivot points and linkages

- 8) Replace air filters
- 9) Replace out side air filters
- 10) Clean area around equipment

C) Exhaust Fans - Quarterly preventative maintenance activities shall include the following:

- 1) Start and stop fan with disconnect
- 2) Check motor and fan shaft bearings for noise, vibration and overheating; lubricate bearings
- 3) Check belts for wear, tension and alignment, if applicable; adjust as required
- 4) Check electrical wiring and connections; tighten loose connections
- 5) Clean fan and surrounding area

D) Assist Building Automation Controls Contractor with quarterly PMs for building HVAC controls and VAV boxes

E) Work with detention personnel in adjusting building controls to maintain occupant comfort levels

F) During normal working hours, provide up to ten man hours per month of service related calls

2) PLUMBING

A) URINALS, TOILETS, LAVATORIES AND SHOWERS - Monthly preventative maintenance activities shall include the following:

- 1) Flush and check for proper operation; make minor adjustments if required
- 2) Inspect for missing or damaged parts
- 3) Observe drain flow of lavatories, clean trap if flow is obstructed

B) VERTICAL LIFT WATER PRESSURE PUMP - Quarterly preventative maintenance activities shall include the following:

- 1) Check for proper operation of pump
- 2) Check for leaks on suction and discharge piping, seals, packing glands, etc.; make minor adjustments as required

- 3) Check pump and motor operation for excessive vibration, noise and overheating
  - 4) Lubricate pump and motor
  - 5) If available, check and record suction or discharge gauge pressure and flow rate
  - 6) Clean exterior of pump and surrounding area
- C) During normal working hours, provide up to ten man hours per month of service related calls
- D) During other than normal working hours (premium time), provide up to ten man hours per month of service related calls
- E) Assist Fire Protection Contractor with sprinkler inspections and testing
- 3) ELECTRICAL
- A) EMERGENCY DIESEL GENERATOR – Monthly preventative maintenance activities shall include the following:
- 1) Check engine oil level; add as required
  - 2) Check battery charge and electrolyte, add water as required; check terminals for corrosion, clean as required
  - 3) Check that crank case heater is operating
  - 4) Check wiring, connections, switches, etc.; adjust as required
  - 5) Check belts for wear and proper tension
  - 6) Maintain a generator log where operating hours, water temperature and oil pressure are recorded
- B) PANELBOARDS – Semi-annual preventative maintenance activities shall include the following:
- 1) Remove and reinstall cover
  - 2) Check for discoloration, hot spots, odors, noise, vibrations and charred insulation
  - 3) Clean and check general condition of panel.
- C) Assist Fire Alarm Contractor with fire alarm inspection and testing

- D) Assist Generator Contractor with the established emergency generator maintenance and testing
- E) During normal working hours, provide up to ten man hours per month of service related calls

4) DOORS AND HARDWARE

- A) SWINGING SECURITY DOORS - Semi-annual preventative maintenance activities shall include the following:

- 1) Remove obstruction that retard full movement/swing of door
- 2) Check swing of door. Door must latch on normal closing, perform minor adjustments as necessary
- 3) Test operation of locking mechanisms, perform minor adjustments as necessary
- 4) Check operation of special devices such as door position switches or magnetic door releases, perform minor adjustments as necessary
- 5) Lubricate hardware

- B) ROLL-UP OVERHEAD DOOR - Semi-annual preventative maintenance activities shall include the following:

- 1) Check for proper operation, binding or misalignment; perform minor adjustments as necessary
- 2) Check and lubricate door guides, pulleys and hinges
- 3) Inspect and lubricate motor gearbox, drive chain (or belt), and motor; perform minor adjustments as necessary
- 4) Check operation of limit switch; perform minor adjustments as necessary
- 5) Check electrical operator, wiring, connections and contacts; perform minor adjustments as necessary
- 6) Clean area around door

- C) During normal working hours, provide up to ten man hours per month of service related calls.

5) EXCLUSIONS

- A) Janitorial and/or custodial service or activities are specifically excluded from this scope of work